

AMENDMENT TO EXTEND TERM DATE/BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
AND AT&T TENNESSEE ("AT&T")
AT&T/METROPOLITAN TELECOMMUNICATIONS OF ALABAMA, INC. d/b/a MetTel,
METROPOLITAN TELECOMMUNICATIONS OF FLORIDA, INC. d/b/a MetTel
METROPOLITAN TELECOMMUNICATIONS OF GEORGIA, INC. d/b/a MetTel
METROPOLITAN TELECOMMUNICATIONS OF KENTUCKY, INC. d/b/a MetTel
METROPOLITAN TELECOMMUNICATIONS OF LOUISIANA, INC. d/b/a MetTel
METROPOLITAN TELECOMMUNICATIONS OF MISSISSIPPI, INC. d/b/a MetTel
METROPOLITAN TELECOMMUNICATIONS OF NORTH CAROLINA, INC. d/b/a MetTel
METROPOLITAN TELECOMMUNICATIONS OF SOUTH CAROLINA, INC. d/b/a MetTel
METROPOLITAN TELECOMMUNICATIONS OF TENNESSEE, INC. d/b/a MetTel

MAY 14, 2007

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND
AT&T TENNESSEE**

**AND
METROPOLITAN TELECOMMUNICATIONS OF ALABAMA, INC. d/b/a MetTel,
METROPOLITAN TELECOMMUNICATIONS OF FLORIDA, INC. d/b/a MetTel
METROPOLITAN TELECOMMUNICATIONS OF GEORGIA, INC. d/b/a MetTel
METROPOLITAN TELECOMMUNICATIONS OF KENTUCKY, INC. d/b/a MetTel
METROPOLITAN TELECOMMUNICATIONS OF LOUISIANA, INC. d/b/a MetTel
METROPOLITAN TELECOMMUNICATIONS OF MISSISSIPPI, INC. d/b/a MetTel
METROPOLITAN TELECOMMUNICATIONS OF NORTH CAROLINA, INC. d/b/a MetTel
METROPOLITAN TELECOMMUNICATIONS OF SOUTH CAROLINA, INC. d/b/a MetTel
METROPOLITAN TELECOMMUNICATIONS OF TENNESSEE, INC. d/b/a MetTel**

The Interconnection Agreement dated September 23, 2005 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and METROPOLITAN TELECOMMUNICATIONS OF ALABAMA, INC. d/b/a MetTel, METROPOLITAN TELECOMMUNICATIONS OF FLORIDA, INC. d/b/a MetTel, METROPOLITAN TELECOMMUNICATIONS OF GEORGIA, INC. d/b/a MetTel, METROPOLITAN TELECOMMUNICATIONS OF KENTUCKY, INC. d/b/a MetTel, METROPOLITAN TELECOMMUNICATIONS OF LOUISIANA, INC. d/b/a MetTel, METROPOLITAN TELECOMMUNICATIONS OF MISSISSIPPI, INC. d/b/a MetTel, METROPOLITAN TELECOMMUNICATIONS OF NORTH CAROLINA, INC. d/b/a MetTel, METROPOLITAN TELECOMMUNICATIONS OF SOUTH CAROLINA, INC. d/b/a MetTel, METROPOLITAN TELECOMMUNICATIONS OF TENNESSEE, INC. d/b/a MetTel ("MetTel") ("Agreement") effective in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee is hereby amended as follows:

1. Section 2.1 of the General Terms and Conditions is amended by adding the following section:

**AMENDMENT TO EXTEND TERM DATE/BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
AND AT&T TENNESSEE ("AT&T")
AT&T/METROPOLITAN TELECOMMUNICATIONS OF ALABAMA, INC. d/b/a MetTel,
METROPOLITAN TELECOMMUNICATIONS OF FLORIDA, INC. d/b/a MetTel
METROPOLITAN TELECOMMUNICATIONS OF GEORGIA, INC. d/b/a MetTel
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METROPOLITAN TELECOMMUNICATIONS OF TENNESSEE, INC. d/b/a MetTel**

MAY 14, 2007

- 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from September 22, 2008 until September 22, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from MetTel, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
2. The Agreement is also amended as follows to reflect prior changes of law, and (ii) MetTel acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Commission(s) and shall become effective "on the date of the last signature executing the Amendment"

AMENDMENT TO EXTEND TERM DATE/BELLSOUTH TELECOMMUNICATIONS, INC.
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AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
AND AT&T TENNESSEE ("AT&T")

AT&T/METROPOLITAN TELECOMMUNICATIONS OF ALABAMA, INC. d/b/a MetTel,
METROPOLITAN TELECOMMUNICATIONS OF FLORIDA, INC. d/b/a MetTel
METROPOLITAN TELECOMMUNICATIONS OF GEORGIA, INC. d/b/a MetTel
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METROPOLITAN TELECOMMUNICATIONS OF SOUTH CAROLINA, INC. d/b/a MetTel
METROPOLITAN TELECOMMUNICATIONS OF TENNESSEE, INC. d/b/a MetTel

May 14, 2007

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate on this 26th day of June 2007, by BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), signing by and through its duly authorized representative, and METROPOLITAN TELECOMMUNICATIONS OF ALABAMA, INC. d/b/a MetTel, METROPOLITAN TELECOMMUNICATIONS OF FLORIDA, INC. d/b/a MetTel METROPOLITAN TELECOMMUNICATIONS OF GEORGIA, INC. d/b/a MetTel METROPOLITAN TELECOMMUNICATIONS OF KENTUCKY, INC. d/b/a MetTel METROPOLITAN TELECOMMUNICATIONS OF LOUISIANA, INC. d/b/a MetTel METROPOLITAN TELECOMMUNICATIONS OF MISSISSIPPI, INC. d/b/a MetTel METROPOLITAN TELECOMMUNICATIONS OF NORTH CAROLINA, INC. d/b/a MetTel METROPOLITAN TELECOMMUNICATIONS OF SOUTH CAROLINA, INC. d/b/a MetTel METROPOLITAN TELECOMMUNICATIONS OF TENNESSEE, INC. d/b/a MetTel, signing by and through its duly authorized representative.

METROPOLITAN
TELECOMMUNICATIONS OF ALABAMA,
INC. d/b/a MetTel, METROPOLITAN
TELECOMMUNICATIONS OF FLORIDA,
INC. d/b/a MetTel METROPOLITAN
TELECOMMUNICATIONS OF GEORGIA,
INC. d/b/a MetTel METROPOLITAN
TELECOMMUNICATIONS OF KENTUCKY,
INC. d/b/a MetTel METROPOLITAN
TELECOMMUNICATIONS OF LOUISIANA,
INC. d/b/a MetTel METROPOLITAN
TELECOMMUNICATIONS OF
MISSISSIPPI, INC. d/b/a MetTel
METROPOLITAN
TELECOMMUNICATIONS OF NORTH
CAROLINA, INC. d/b/a MetTel
METROPOLITAN
TELECOMMUNICATIONS OF SOUTH
CAROLINA, INC. d/b/a MetTel
METROPOLITAN
TELECOMMUNICATIONS OF TENNESSEE,
INC. d/b/a MetTel

BellSouth Telecommunications, Inc. d/b/a
AT&T Alabama, AT&T Florida, AT&T
Georgia, AT&T Kentucky, AT&T Louisiana,
AT&T Mississippi, AT&T North Carolina,
AT&T South Carolina and AT&T Tennessee

By: 

Name: David Aronow
(Print or Type)

Title: President
(Print or Type)

Date: 6/25/07

By: 

Name: Kristen E. Shore

Title: Director

Date: 6/26/07